

In the United States District Court for the
Southern District of New York

Metajive Design Corp.,

Plaintiff,

v.

Superblue Holdings, PBC,

Defendant.

Case No. _____
The Honorable _____
Jury Trial Demanded

COMPLAINT

Plaintiff Metajive Design Corp., by its attorneys, Sedhom Law Group, PLLC, bring this action against Defendant Superblue Holdings, PBC and alleges:

INTRODUCTION

1. This is an action for breach of contract arising out of Superblue's failure to compensate Metajive for the 456 hours of work Metajive provided to it under their January 4, 2022 Master Service Agreement ("MSA") and January 13, 2022 Statement of Work ("SOW," and together with the MSA, the "Agreement").

PARTIES

2. Plaintiff is a corporation organized under the laws of California, with its principal place of business located at 543 Encinitas Blvd., Suite 113, Encinitas, CA 92024.

3. Upon information and belief, Defendant is a public benefit corporation organized under the laws of Delaware, having its primary office and place of business at 32 East 57th Street, 4th Floor, New York, NY 10022.

JURISDICTION AND VENUE

4. Jurisdiction is proper under 28 U.S.C. §§ 1332(a) and 1331(b)(1). The amount in controversy, exclusive of interest and costs, exceeds \$75,000.

5. In addition, the parties “specifically consent[ed] to the local, state and federal courts located in the state of New York, county of New York.” Exhibit A at ¶ 13.5.

FACTUAL BACKGROUND

6. Superblue hired Metajive to “create a new user experience and visual design for superblue.com” which would “serve as a digital platform for the Superblue brand and its growing network of Experiential Art Centers.” Exhibit B at pg. 2.

7. The parties executed the MSA and SOW on January 4, 2022 and January 13, 2022, respectively. Exhibits A and B.

8. The MSA calls for a monthly 1.5% fee for late payments. Exhibit A at ¶ 3.4.

9. Metajive sent three invoices to Superblue between January 13, 2022 and March 28, 2022 for services rendered under the Agreement.

10. Because Superblue had not paid its invoices, Metajive stopped performing its obligations under the Agreement on March 28, 2022.

11. As of March 28, 2022, Superblue owed Metajive \$75,240 for the 456 hours of work it performed under the Agreement.

12. Rather than pay the outstanding invoices, Superblue asked Metajive to void them and send a single invoice for all services rendered.

13. Metajive complied with the request and, on March 31, 2022, sent Superblue a consolidated invoice for the amount of \$75,240. Exhibit C.

14. Marcy Davis, Superblue’s Chief Operating Officer, acknowledged the amount owed in an email dated November 9, 2022, “We WILL [be] paying the balance, the date remains a TBD.” Exhibit D.

15. To date—nearly a year after Metajive sent the consolidated invoice—Superblue has not paid any part of the \$75,240 it owes Metajive under the Agreement.

16. In addition to the \$75,240 Superblue owes for services renders, it owes \$13,388.88 in late fees as of February 5, 2023. Exhibit A at ¶ 3.4.

17. In total, Superblue owes Metajive \$88,628.88.

COUNT 1: BREACH OF CONTRACT

18. Metajive repeats and incorporates here all prior allegations.

19. The parties executed the MSA on January 4, 2022 and the SOW on January 13, 2022.

20. Metajive performed 456 hours of work under the Agreement for a total of \$75,240, exclusive of interest.

21. Superblue failed to compensate Metajive for the work it performed in breach of ¶ 3 of the MSA and Agreement.

22. In addition to the \$75,240 owed to Metajive for services rendered under the Agreement, Superblue owes Metajive \$13,388.88 in late payment fees as of February 5, 2023.

RELIEF SOUGHT

23. Metajive respectfully requests this Court to enter judgment against Superblue and award it:

- a. damages in the amount of \$75,240 for services rendered under the Agreement;
- b. \$13,388.88, representing the 1.5% late payment fee as of February 5, 2023;
- c. Additional interest at a rate of 1.5% per month until Superblue compensates Metajive for the work it performed;
- d. legal fees and costs incurred by Metajive to collect this payment from Defendant; and
- e. any other relief the Court deems appropriate.

Dated: February 22, 2023
New York, NY

Respectfully Submitted,

By: 

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